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Cook County Recorder of Deeds
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ABOVE SPACE FOR RECORDERS

JTO, Ltd. File No. 08-33045

Attorney ID# 90410

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, CHANCERY DIVISION**

FIFTH THIRD BANK (CHICAGO)

Plaintiff

vs.

Case: 09CH 6551

Property: 5634 W 24TH STREET CICERO IL 60804

**RICHARD M. DELEON; NANCY V. GARCIA; BY VIRTUE OF DEED RECORDED AS
DOCUMENT NUMBER 90065724; THE CITY OF CHICAGO BY VIRTUE OF ITS
MEMORANDUM OF JUDGMENT RECORDED AS DOCUMENT NUMBER
0817535261; NON-RECORD CLAIMANTS AND UNKNOWN OWNERS**

Defendants

**Duplicate Copy
Judgment of Foreclosure and Sale**

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BY VIRTUE OF ITS MEMORANDUM OF JUDGMENT RECORDED AS
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UNKNOWN OWNERS**

Defendants

JUDGMENT OF FORECLOSURE AND SALE

This cause being heard on the Two count Complaint filed herein and on the motion of the plaintiff, pursuant to Section 2-1401(d) of the Illinois Civil Practice Law (S.H.A. 735 ILCS 5/2-1301); and Section 15-1506(a) of the Illinois Mortgage Foreclosure Law (S.H.A. 735 ILCS 5/15-1506(a) for Default, and Judgment;

IT APPEARING TO THIS COURT THAT due notice has been served; that the defendants herein were duly served by summons and by publication or have otherwise submitted to the jurisdiction of this Court;

(1) that an Order of Default should be entered against **THE CITY OF CHICAGO BY VIRTUE OF ITS MEMORANDUM OF JUDGMENT RECORDED AS DOCUMENT NUMBER 0817535261; NON-RECORD CLAIMANTS AND UNKNOWN OWNERS;**

(2) That summary judgment has previously been entered as to **RICHARD M. DELEON and NANCY V. GARCIA** on the affirmative defenses, to wit: (1) Failure to send a notice of Default and Acceleration, (2) The misapplication of funds and failure to Provide a response to a Qualified Written RESPA Request, (3) that Plaintiff is not the real party in interest, (4) Failure to send the Homeowner Notice pursuant to Section 5/15-1502.5 of the Illinois Mortgage Foreclosure Act, (5) unclean hands, (6) failure to send HUD counseling notice and (7) failure to

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comply with applicable pooling and servicing agreements and the counter-claim (8) that plaintiff failed to show it is a holder in due course of the Note, (9) common law usury, (10) ultra vires, (11) cancellation of the Note and Mortgage, and (12) violations of TILA and RESPA and that the plaintiff is entitled to a judgment as a matter of law on both Count One and Count Two of its Complaint.

(3) that an Affidavit of Proof has been filed, and this Court being otherwise fully advised, FINDS:

1. It has jurisdiction over the parties to and the subject matter of this suit.
2. All material allegations of the Count One of the complaint herein are true and proved as follows.
3. On or before the 18th day of January 1984 the subject real estate, hereafter described was owned in fee simple by the Administrator of Veterans Affairs by virtue of a judicial deed issued in the case of Talman Home Federal Savings Association vs. Annorio Patrick 82CH 4109; this property was purchased from the VA by Richard M. Deleon but that this deed was never recorded.
4. That subsequently, purporting to be the sole owner of the subject real estate, Richard M. Deleon deeded the subject real estate to Nancy V. Garcia, by deed dated June 30 1984 but recorded almost 6 years later on February 8 1990; this document was recorded as document number 90065724.
5. That subsequent thereto, Richard M. Deleon granted a mortgage to Fifth Third Bank Chicago for consideration in the amount of One Hundred Thousand dollars and no cents (\$100,000.00); this mortgage identified Deleon as the owner, is dated July 12 2004 and was recorded on September 12 2004 as document number 0425413002
6. That both Richard M. Deleon and the Plaintiff paid taxes on the entire parcel for the entire term of the mortgage; the Cook County Treasurer's office indicates that Richard M. Deleon is the tax payer of record. Richard M. Deleon has exercised exclusive control over the property from 2004 until the present day to the exclusion

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of THE ADMINSTRATOR OF VETERANS AFFAIRS BY VIRTUE OF DEED
 RECORDED AS DOCUMENT NUMBER 27433251 and NANCY V. GARCIA;
 BY VIRTUE OF DEED RECORDED AS DOCUMENT NUMBER 90065724
 and said defendants-have no colorable interest in the property but appear in the
 chain of title; this ownership interest in unfounded and the VA has requested
 dismissal by reason of this lack of interest.

IT IS THEREFORE ORDERED THAT:

1. Title to the subject real estate identified and legally described as;

THE WEST HALF OF LOT 21, ALL OF LOT 22 AND THE EAST HALF OF
 LOT 23 IN BLOCK 6 IN THE 22ND STREET BOULEVARD SUBDIVISION OF
 THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF
 SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 5634 WEST 24TH STREET CICERO IL 60804 with a
 PIN#16-29-215-022-0000 is quieted to and vested in **Richard M. Deleon** subject
 to a mortgage to the Plaintiff as set forth in Court Two

2. That by virtue of the Note and Mortgage alleged in the complaint and as established
 by the Affidavit of Proof, there is due to the plaintiff, and it has a valid and
 subsisting lien upon the property hereinafter described as follows.

- (a) Attorney's Fees and Court Costs-

Clerk of the Circuit Court	\$341.00
Service of Process	\$665.00
Publication Fees	\$350.00
Attorneys' Fees	\$3,200.00
TOTALS	\$4,556.00

- (b) For the use and benefit of the plaintiff, as owner and holder of the note and
 mortgage aforesaid, but subject and subordinate to the lien for the payment of the items
 mentioned in subparagraph (a) of this paragraph:

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Principal Balance due as of Default	\$102,066.53
Accrued Interest thereon to October 4, 2011	\$49,386.52
Accrued Late Charges	\$1,184.25
Property Inspections	\$195.50
Total	\$152,832.80

(c) For such future advances made in order to protect the lien of the judgment and preserve the real estate, such as, but not limited to, property inspections, real estate taxes or assessments, property maintenance, attorneys fees, and insurance premiums incurred by the plaintiff but not yet posted and or incurred after the date this judgment is entered and prior to the judicial sale. Any such item expended shall become an additional indebtedness secured by the judgment lien and bear interest from date of advance at the legal rate.

(d) The total amount due is the sum of **\$157,428.80**.

(e) This Court has reviewed the foregoing costs and attorneys' fees as set forth in the Affidavit and finds they were necessarily incurred in connection with the prosecution of this suit, they are fair, reasonable, and customary, and they are approved and allowed.

3. (a) The mortgage constitutes a valid lien upon the mortgaged real estate which is prior, paramount and superior to the rights and interests of all other parties and non record claimants in and to the mortgaged real estate hereinafter described. Upon entry herein, the rights of the plaintiff shall be secured by a lien upon the mortgaged real estate, which lien shall have the same priority as the mortgage upon which the judgment relates. The rights and interests of all other parties and non-record claimants are subject, subordinate and inferior to the rights of the plaintiff herein.

(b) The lien rights of the plaintiff and the right, title, interest, claim or lien of any and all parties in this foreclosure and all non record claimants shall be terminated upon the confirmation of the judicial sale.

4. The mortgage described in the complaint and hereby foreclosed appears of record in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number **0425413002** and the mortgaged real estate herein referred to and directed to be sold is described as follows:

THE WEST HALF OF LOT 21, ALL OF LOT 22 AND THE EAST HALF OF LOT 23 IN BLOCK 6 IN THE 22ND STREET BOULEVARD SUBDIVISION OF THE

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NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 29,
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY ILLINOIS

COMMONLY KNOWN AS: 5634 WEST 24TH STREET CICERO IL 60804
PIN#16-29-215-022-0000

5. RICHARD M. DELEON the mortgagor and the owner of the equity of redemption were duly served with summons on **March 6, 2009**.

6. The mortgaged real estate is residential property as defined in Section 15-1219 of the Illinois Mortgage Foreclosure Law (S.H.A. 735 ILCS 5/15-1219). The period of redemption herein shall end seven (7) months from the date the last mortgagor and owner of the equity of redemption, as described herein, was served by summons, publication, or submitted him/herself to this Court's jurisdiction or three (3) months from the date of entry of this judgment, which is later; and the period of redemption will expire on **January 20, 2012**.

7. Default is entered against **THE CITY OF CHICAGO BY VIRTUE OF ITS MEMORANDUM OF JUDGMENT RECORDED AS DOCUMENT NUMBER 0817535261; NON-RECORD CLAIMANTS AND UNKNOWN OWNERS; the THE ADMINSTRATOR OF VETERANS AFFAIRS BY VIRTUE OF DEED RECORDED AS DOCUMENT NUMBER 27433251** is DISMISSED

8. A duplicate copy of this judgment may be recorded in the office of the Recorder of Deeds of Cook County

9. That unless, within time allowed by law, the defendant(s) pay to the plaintiff the amounts set forth in paragraph 3 of this judgment, with statutory interest thereon except for interest on attorneys' fees or, if the premises are not redeemed within the time allowed by law as prescribed by Sections 15-1603 (b)(d)(e) and (f) of the Illinois Mortgage Foreclosure Law (S.H.A. 735 ILCS 5/15-1603(b)(d)(e) and (f)), and after the expiration of any reinstatement period provided for by Section 15-1602 of the Illinois Mortgage Foreclosure Law (S.H.A. 735 ILCS 5/15-1602), the real estate described in paragraph 5, with all improvements, fixtures, and appurtenances thereto, or so much of said real estate which may be divisible and sold separately without material injury to the parties in interest, shall be sold at public auction to the highest bidder for cash by: **Intercounty Judicial Sales Corporation, an independent third party sale officer.**

10. That the party conducting said sale or his designate is appointed to execute this

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judgment and shall, either himself or by designation of the plaintiff to do so, give public notice pursuant to Section 15-1507(c) of the Illinois Mortgage Foreclosure Law (S.H.A. 735 ILCS 5/15-1507(c)), of the time, place, and terms of such sale by publishing same once in each week for three (3) consecutive calendar weeks (Sunday through Saturday), the first such notice to be published not more than forty five (45) days prior to the sale and the last such notice to be published not less than seven (7) days prior to the sale; that said notice shall be by an advertisement in a newspaper circulated to the general public in the County in which the mortgaged real estate is located, in the section where legal notices are commonly placed and by a separate advertisement, which shall be in another such newspaper, in the section where real estate, other than real estate being sold in a legal proceeding, is commonly advertised to the public.

11. That said sale may be adjourned at the discretion of the party conducting it provided, however, that if the adjourned sale date is to occur less than sixty (60) days after the first scheduled sale date, notice need be given only by announcement, at the sale, by the party conducting the sale, of the date, time and place upon which the adjourned sale shall be held; for any adjourned sale that is to be conducted more than (60) days after the first scheduled sale date was first to be held, notice shall be given in accordance with Section 15-1507(c) of the Illinois Mortgage Foreclosure Law (S.H.A. 735 ILCS 5/15-1507(c)).

12. That plaintiff, or any of the parties herein, may become the purchaser at such sale; that if plaintiff is the successful bidder at said sale, the amount due the plaintiff, plus all costs, advances and fees hereunder, shall be taken as a credit on his bid.

13. That the party conducting said sale, upon and at the sale, shall immediately execute and deliver to the purchaser a Receipt of Sale and, upon payment in full of the amount bid, the party conducting the sale shall issue, in duplicate, and give to the purchaser a Certificate of Sale. Thereupon, with all convenient speed, said party shall file a report of sale and distribution with the Court for its approval and confirmation; that said party shall include in the report of sale, a breakdown of the distribution of the sale proceeds and attach a copy of the Receipt of Sale; that out of the proceeds of sale, distribution shall be made in the following order of priority:

- (a) To the party conducting the sale for his disbursements and commissions, if any;
- (b) To the plaintiff or its attorney, the amounts set forth in paragraph 3(a) plus any additional costs of sale.

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(c) To the plaintiff or its attorneys, the amounts set forth in paragraph 3(b) with statutory interest from the date hereof and 3(c) with statutory interest form the date of the respective payment.

14. That, if after payment of the above items there shall be a remainder, the party conducting the sale shall hold this surplus subject to the further order of this Court; that, if there are insufficient funds to pay in full the amounts found due herein, said party shall specify the amount of this deficiency in the report of sale. .

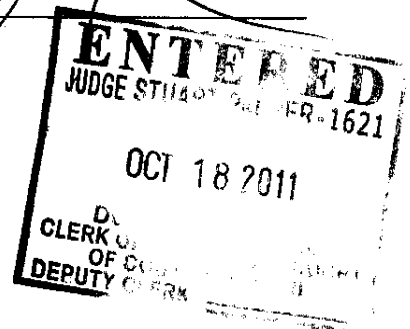
15. That, (i) upon confirmation of sale and (ii) upon payment of the purchase price and any other amounts required to be paid by the purchaser at sale, the party conducting said sale shall, upon the request of the holder of the certificate of sale, or the purchaser if no certificate of sale was issued, promptly execute and deliver to the holder or purchaser a deed sufficient to convey title; that the grantee in said deed shall not convey title to a bona fide purchaser prior to the expiration of the period of appeal from the order confirming the sale; that said conveyance shall be an entire bar to all claims of the parties to the foreclosure and all persons claiming there under and all claims of Unknown Owners and any Non record Claimants.

16. That the parties hereto who shall be in possession of said premises, or any part thereof, or any person who may have come into such possession under them, or any of them, since the commencement of this suit, shall, as of the date 30 days after the confirmation of the sale, surrender possession of said premises to the purchaser, this representative or assigns; that the order confirming said sale shall so provide; that said Order shall also provide that the Sheriff of this jurisdiction shall execute on said order and evict any remaining occupants without further notice or order of Court.

17. That the Court hereby retains authority during the entire pendency of the foreclosure and until disposition of all matters arising out of the foreclosure.

ENTER: _____
JUDGE: _____

JAROS, TITTLE & O'TOOLE, LIMITED
Attorneys for Plaintiff



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